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23-3479

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

KIMBERLY LAMB and LELAND  
RICHARD BARNETT

Plaintiff,

v.

COUNTY OF LOS ANGELES and  
DOES 1 through 20, inclusive

Defendants.

CASE NO.: 2:23-cv-03479-JLS-MAA

~~[PROPOSED]~~ ORDER  
STIPULATED  
PROTECTIVE ORDER

**1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Stipulated Protective Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Local Rule 79-5 set forth the

1 procedures that must be followed and the standards that will be applied when a  
 2 party seeks permission from the Court to file material under seal.

3  
 4 **2. GOOD CAUSE STATEMENT**

5 Good cause exists for entry of this order. As the parties may seek from each  
 6 other, third party private and confidential information; including but not limited to  
 7 medical and personal information pertaining to the Plaintiffs, information pertaining  
 8 to the deputy and medical personnel involved in the subject incident, and  
 9 information the County of Los Angeles regards as official information and/or  
 10 internal documentation necessary to the operations of the Sheriff Department and  
 11 Correctional Health Services; personal, professional and occupational information  
 12 pertaining to the deputy and medical personnel, administrative investigations,  
 13 internal policies and procedures for the Sheriff's Department and Department of  
 14 Mental Health, which contain sensitive materials which the County of Los Angeles  
 15 believes need special protection from public disclosure.

16 Excluded from this Protective Order are those internal policies and procedures  
 17 of the Los Angeles County Sheriff's Department and the Los Angeles County  
 18 Department of Mental Health, which are accessible to the public on the County of  
 19 Los Angeles website, including but not limited to the following: (1) Los Angeles  
 20 County Sheriff's Department Manual of Policy and Procedures; (2) Los Angeles  
 21 County Sheriff's Department Use of Force Policy and Use of Force Chart; (3) Los  
 22 Angeles County Sheriff's Department Time and Attendance Manual; (4) The County  
 23 of Los Angeles Employee Handbook; (5) Los Angeles County Department of Health  
 24 Services Orientation/Reorientation Handbook.

25 The documents identified in this Protective Order, which the parties believe  
 26 in good faith constitute or embody confidential information which the County of Los  
 27 Angeles maintains as strictly confidential or information not otherwise generally  
 28

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unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law, are therefore entitled to heightened protection from disclosure. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

### 3. DEFINITIONS

3.1. Action: *Kimberly Lamb and Leland Richard Barnett v. County of Los Angeles and DOES 1-20*, Case No. 2:23-cv-03479-JLS-MAA.

3.2. Challenging Party: A Party or Nonparty that challenges the designation of information or items under this Stipulated Protective Order.

3.3. "CONFIDENTIAL" Information or Items: Information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as their support staff).

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1 3.5. Designating Party: A Party or Nonparty that designates information or  
 2 items that it produces in disclosures or in responses to discovery as  
 3 “CONFIDENTIAL.”

4 3.6. Disclosure or Discovery Material: All items or information, regardless  
 5 of the medium or manner in which it is generated, stored, or  
 6 maintained (including, among other things, testimony, transcripts, and  
 7 tangible things), that is produced or generated in disclosures or  
 8 responses to discovery in this matter.

9 3.7. Expert: A person with specialized knowledge or experience in a matter  
 10 pertinent to the litigation who has been retained by a Party or its  
 11 counsel to serve as an expert witness or as a consultant in this Action.

12 3.8. In-House Counsel: Attorneys who are employees of a party to this  
 13 Action. In-House Counsel does not include Outside Counsel of  
 14 Record or any other outside counsel.

15 3.9. Nonparty: Any natural person, partnership, corporation, association,  
 16 or other legal entity not named as a Party to this action.

17 3.10. Outside Counsel of Record: Attorneys who are not employees of a  
 18 party to this Action but are retained to represent or advise a party to  
 19 this Action and have appeared in this Action on behalf of that party or  
 20 are affiliated with a law firm which has appeared on behalf of that  
 21 party, and includes support staff.

22 3.11. Party: Any party to this Action, including all of its officers, directors,  
 23 employees, consultants, retained experts, In-House Counsel, and  
 24 Outside Counsel of Record (and their support staffs).

25 3.12. Producing Party: A Party or Nonparty that produces Disclosure or  
 26 Discovery Material in this Action.

27 3.13. Professional Vendors: Persons or entities that provide litigation  
 28 support services (e.g., photocopying, videotaping, translating,

1 preparing exhibits or demonstrations, and organizing, storing, or  
 2 retrieving data in any form or medium) and their employees and  
 3 subcontractors.

4 3.14. Protected Material: Any Disclosure or Discovery Material that is  
 5 designated as “CONFIDENTIAL.”

6 3.15. Receiving Party: A Party that receives Disclosure or Discovery  
 7 Material from a Producing Party.  
 8  
 9

#### 10 **4. SCOPE**

11 The protections conferred by this Stipulated Protective Order cover not only  
 12 Protected Material, but also (1) any information copied or extracted from Protected  
 13 Material; (2) all copies, excerpts, summaries, or compilations of Protected  
 14 Material; and (3) any testimony, conversations, or presentations by Parties or their  
 15 Counsel that might reveal Protected Material.

16 Any use of Protected Material at trial shall be governed by the orders of  
 17 the trial judge. This Stipulated Protective Order does not govern the use of  
 18 Protected Material at trial.  
 19

#### 20 **5. DURATION**

21 Even after final disposition of this litigation, the confidentiality obligations  
 22 imposed by this Stipulated Protective Order shall remain in effect until a  
 23 Designating Party agrees otherwise in writing or a court order otherwise directs.  
 24 Final disposition shall be deemed to be the later of (1) dismissal of all claims and  
 25 defenses in this Action, with or without prejudice; and (2) final judgment herein  
 26 after the completion and exhaustion of all appeals, rehearings, remands, trials, or  
 27 reviews of this Action, including the time limits for filing any motions or  
 28 applications for extension of time pursuant to applicable law.

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1  
2 **6. DESIGNATING PROTECTED MATERIAL**

3 **6.1. Exercise of Restraint and Care in Designating Material for Protection.**

4 Each Party or Nonparty that designates information or items  
5 for protection under this Stipulated Protective Order must take care to  
6 limit any such designation to specific material that qualifies under the  
7 appropriate standards. The Designating Party must designate for  
8 protection only those parts of material, documents, items, or oral or  
9 written communications that qualify so that other portions of the  
10 material, documents, items, or communications for which protection  
11 is not warranted are not swept unjustifiably within the ambit of this  
12 Stipulated Protective Order.

13 Mass, indiscriminate, or routinized designations are prohibited.  
14 Designations that are shown to be clearly unjustified or that have  
15 been made for an improper purpose (*e.g.*, to unnecessarily encumber  
16 the case development process or to impose unnecessary expenses and  
17 burdens on other parties) may expose the Designating Party to  
18 sanctions.

19 **6.2. Manner and Timing of Designations.**

20 Except as otherwise provided in this Stipulated Protective  
21 Order (*see, e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered,  
22 Disclosure or Discovery Material that qualifies for protection under  
23 this Stipulated Protective Order must be clearly so designated before  
24 the material is disclosed or produced.

25 Designation in conformity with this Stipulated Protective Order  
26 requires the following:  
27  
28

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1 (a) For information in documentary form (*e.g.*, paper or electronic  
2 documents, but excluding transcripts of depositions or other pretrial  
3 or trial proceedings), that the Producing Party affix at a minimum, the  
4 legend “CONFIDENTIAL” to each page that contains protected  
5 material. If only a portion or portions of the material on a page  
6 qualifies for protection, the Producing Party also must clearly identify  
7 the protected portion(s) (*e.g.*, by making appropriate markings in the  
8 margins).

9 A Party or Nonparty that makes original documents available  
10 for inspection need not designate them for protection until after the  
11 inspecting Party has indicated which documents it would like copied  
12 and produced. During the inspection and before the designation, all of  
13 the material made available for inspection shall be deemed  
14 “CONFIDENTIAL.” After the inspecting Party has identified the  
15 documents it wants copied and produced, the Producing Party must  
16 determine which documents, or portions thereof, qualify for protection  
17 under this Stipulated Protective Order. Then, before producing the  
18 specified documents, the Producing Party must affix the legend  
19 “CONFIDENTIAL” to each page that contains Protected Material. If  
20 only a portion or portions of the material on a page qualifies for  
21 protection, the Producing Party also must clearly identify the  
22 protected portion(s) (*e.g.*, by making appropriate markings in the  
23 margins).

24 (b) For testimony given in depositions, that the Designating Party identify  
25 the Disclosure or Discovery Material on the record, before the close of  
26 the deposition, all protected testimony.  
27  
28

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(c) For information produced in nondocumentary form, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

6.3. Inadvertent Failure to Designate.

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Stipulated Protective Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Stipulated Protective Order.

7. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7.1. Timing of Challenges.

Any Party or Nonparty may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

7.2. Meet and Confer.

The Challenging Party shall initiate the dispute resolution process, which shall comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero’s Procedures (“Mandatory Telephonic Conference for Discovery Disputes”).<sup>1</sup>

<sup>1</sup> Judge Audero’s Procedures are available at <https://www.cacd.uscourts.gov/honorable-maria-audero>.

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### 7.3. Burden of Persuasion.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## 8. ACCESS TO AND USE OF PROTECTED MATERIALS

### 8.1. Basic Principles.

A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Nonparty in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Stipulated Protective Order. When the Action reaches a final disposition, a Receiving Party must comply with the provisions of Section 14 below.

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Stipulated Protective Order.

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1 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

2 Unless otherwise ordered by the Court or permitted in  
 3 writing by the Designating Party, a Receiving Party may disclose  
 4 any information or item designated “CONFIDENTIAL” only to:

- 5 (a) The Receiving Party’s Outside Counsel of Record, as well as  
 6 employees of said Outside Counsel of Record to whom it is  
 7 reasonably necessary to disclose the information for this  
 8 Action;
- 9 (b) The officers, directors, and employees (including In-  
 10 House Counsel) of the Receiving Party to whom  
 11 disclosure is reasonably necessary for this Action;
- 12 (c) Experts of the Receiving Party to whom disclosure is  
 13 reasonably necessary for this Action and who have signed the  
 14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 15 (d) The Court and its personnel;
- 16 (e) Court reporters and their staff;
- 17 (f) Professional jury or trial consultants, mock jurors, and  
 18 Professional Vendors to whom disclosure is reasonably  
 19 necessary or this Action and who have signed the  
 20 “Acknowledgment and Agreement to be Bound” (ExhibitA);
- 21 (g) The author or recipient of a document containing the  
 22 information or a custodian or other person who  
 23 otherwise possessed or knew the information;
- 24 (h) During their depositions, witnesses, and attorneys for  
 25 witnesses, in the Action to whom disclosure is  
 26 reasonably necessary provided: (i) the deposing party  
 27 requests that the witness sign the “Acknowledgment and  
 28

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Agreement to Be Bound” (Exhibit A); and (ii) the witness will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

- (i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) Cooperate with respect to all reasonable procedures sought to be

1                   pursued by the Designating Party whose Protected Material may be  
2                   affected.

3                   If the Designating Party timely seeks a protective order, the Party served  
4                   with the subpoena or court order shall not produce any information designated in  
5                   this action as “CONFIDENTIAL” before a determination by the Court from which  
6                   the subpoena or order issued, unless the Party has obtained the Designating Party’s  
7                   permission. The Designating Party shall bear the burden and expense of seeking  
8                   protection in that court of its confidential material and nothing in these provisions  
9                   should be construed as authorizing or encouraging a Receiving Party in this Action  
10                  to disobey a lawful directive from another court.

11  
12                  **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
13                  **PRODUCED IN THIS LITIGATION**

14                  10.1. Application.

15                         The terms of this Stipulated Protective Order are applicable to  
16                         information produced by a Nonparty in this Action and designated as  
17                         “CONFIDENTIAL.” Such information produced by Nonparties in  
18                         connection with this litigation is protected by the remedies and relief  
19                         provided by this Stipulated Protective Order. Nothing in these  
20                         provisions should be construed as prohibiting a Nonparty from  
21                         seeking additional protections.

22                  10.2. Notification.

23                         In the event that a Party is required, by a valid discovery  
24                         request, to produce a Nonparty’s confidential information in its  
25                         possession, and the Party is subject to an agreement with the  
26                         Nonparty not to produce the Nonparty’s confidential information,  
27                         then the Party shall:  
28

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- (a) Promptly notify in writing the Requesting Party and the Nonparty that some or all of the information requested is subject to a confidentiality agreement with a Nonparty;
- (b) Promptly provide the Nonparty with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
- (c) Make the information requested available for inspection by the Nonparty, if requested.

### 10.3. Conditions of Production.

If the Nonparty fails to seek a protective order from this Court within fourteen (14) days after receiving the notice and accompanying information, the Receiving Party may produce the Nonparty's confidential information responsive to the discovery request. If the Nonparty timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Nonparty before a determination by the Court. Absent a court order to the contrary, the Nonparty shall bear the burden and expense of seeking protection in this Court of its Protected Material.

## 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party immediately must (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform

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the person or persons to whom unauthorized disclosures were made of all the terms of this Stipulated Protective Order, and (4) request such person or persons to execute the “Acknowledgment and Agreement to be Bound” (Exhibit A).

## **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

## **13. MISCELLANEOUS**

### **13.1. Right to Further Relief.**

Nothing in this Stipulated Protective Order abridges the right of any person to seek its modification by the Court in the future.

### **13.2. Right to Assert Other Objections.**

By stipulating to the entry of this Stipulated Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Stipulated Protective Order.

1           13.3. Filing Protected Material.

2                   A Party that seeks to file under seal any Protected Material  
3                   must comply with Local Rule 79-5. Protected Material may only be  
4                   filed under seal pursuant to a court order authorizing the sealing of the  
5                   specific Protected Material at issue. If a Party's request to file  
6                   Protected Material under seal is denied by the Court, then the  
7                   Receiving Party may file the information in the public record unless  
8                   otherwise instructed by the Court.

9  
10          14.    **FINAL DISPOSITION**

11               After the final disposition of this Action, within sixty (60) days of a written  
12               request by the Designating Party, each Receiving Party must return all Protected  
13               Material to the Producing Party or destroy such material. As used in this  
14               subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
15               summaries, and any other format reproducing or capturing any of the Protected  
16               Material. Whether the Protected Material is returned or destroyed, the Receiving  
17               Party must submit a written certification to the Producing Party (and, if not the  
18               same person or entity, to the Designating Party) by the 60-day deadline that (1)  
19               identifies (by category, where appropriate) all the Protected Material that was  
20               returned or destroyed and (2) affirms that the Receiving Party has not retained any  
21               copies, abstracts, compilations, summaries or any other format reproducing or  
22               capturing any of the Protected Material. Notwithstanding this provision, Counsel is  
23               entitled to retain an archival copy of all pleadings; motion papers; trial, deposition,  
24               and hearing transcripts; legal memoranda; correspondence; deposition and trial  
25               exhibits; expert reports; attorney work product; and consultant and expert work  
26               product, even if such materials contain Protected Material. Any such archival  
27               copies that contain or constitute Protected Material remain subject to this  
28               Stipulated Protective Order as set forth in Section 5.

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1 **15. VIOLATION**


2 Any violation of this Stipulated Order may be punished by any and all  
3 appropriate measures including, without limitation, contempt proceedings and/or  
4 monetary sanctions.  
5

6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**  
7  
8

9 Dated: June 14, 2023

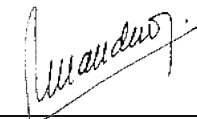
/s/ Laura M. Jimenez  
Laura M. Jimenez, Esq.  
Attorney(s) for Plaintiff(s)

12 Dated: June 14, 2023

  
\_\_\_\_\_  
Lenore C. Kelly, Esq.  
Attorney(s) for Defendant(s)

16 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**  
17

18 Dated: July 7, 2023

  
\_\_\_\_\_  
Maria A. Audero  
United States Magistrate Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
 \_\_\_\_\_ [address], declare under penalty of perjury that I have read in its  
 entirety and understand the Stipulated Protective Order that was issued by the  
 United States District Court for the Central District of California on \_\_\_\_\_  
 [date] in the case of \_\_\_\_\_  
 [case name and number]. I agree to comply with and to be bound by all the terms  
 of this Stipulated Protective Order, and I understand and acknowledge that failure  
 to so comply could expose me to sanctions and punishment in the nature of  
 contempt. I solemnly promise that I will not disclose in any manner any  
 information or item that is subject to this Stipulated Protective Order to any  
 person or entity except in strict compliance with the provisions of this Stipulated  
 Protective Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [full name]  
 of \_\_\_\_\_ [address and telephone number]  
 as my California agent for service of process in connection with this action or any  
 proceedings related to enforcement of this Stipulated Protective Order

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 City and State Where Sworn and Signed: \_\_\_\_\_

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